

A. G. Contract No. KR 94 1768TRN
ECS File No.: JPA 94-128
Project: Various ADOT ORGS
Section: Provide Training

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
NORTHLAND PIONEER COLLEGE

THIS AGREEMENT is entered into 12 October, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
NORTHLAND PIONEER COLLEGE, acting by and through its PRESIDENT
(the "College").

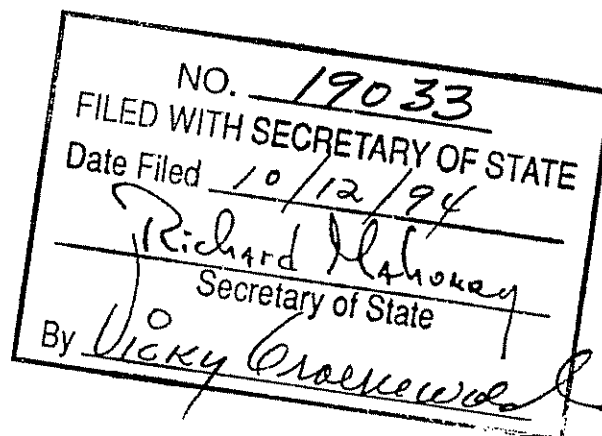
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The College is empowered by Arizona Revised Statutes
Section 15-1444 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the College.

3. The State has a continuing requirement for various
trade, technical and professional training such as welding,
construction inspection, leadership certification, etc. The
State does not employ the necessary technically skilled
instructors to provide this training. The College has agreed
to arrange and provide the desired training.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Appoint a training coordinator within the ADOT to interface with the College relating to the training. Provide appropriate advance notification to the College of the various types of desired training. Coordinate as required with the College to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical community college/student relationship, in an amount estimated at \$20,000.00 per state fiscal year.

c. Reimburse the College within 30 days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the individual organizations within ADOT receiving the training.

2. The College will:

a. Appoint a training coordinator within the organization to interface with the State relating to the training. Coordinate the administrative aspects of the training.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other, or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Human Resource Development Center
1130 North 22nd Avenue Mail Drop 069R
Phoenix, AZ 85009-3716

Northland Pioneer College
President
Box 610
Holbrook, AZ 86025

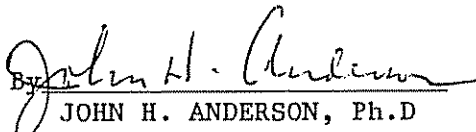
7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

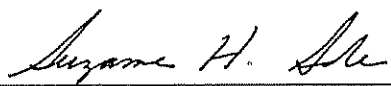
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NORTHLAND PIONEER COLLEGE

STATE OF ARIZONA

Department of Transportation

By 
JOHN H. ANDERSON, Ph.D
President

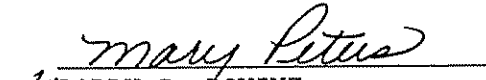
By 
SUZANNE H. SALE, Director
Administrative Services
Division

18jul
375/25-27

RESOLUTION

BE IT RESOLVED on this 18th day of July 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Administrative Services Division, to enter into an agreement with Northland Pioneer College for the purpose of defining responsibilities for the College to provide various trade, technical and professional training.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Administrative Services Division.

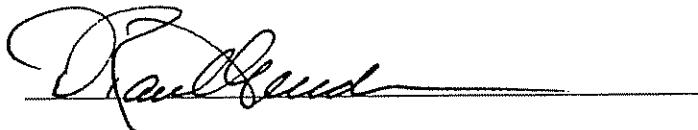

LARRY S. BONINE
Director

APPROVAL OF THE NORTHLAND PIONEER COLLEGE

ATTORNEY

I have reviewed the attached proposed agreement, between the DEPARTMENT OF TRANSPORTATION, ADMINISTRATIVE SERVICES DIVISION, and the NORTHLAND PIONEER COLLEGE and declare this agreement to be in proper form and within the powers and authority granted to the College under the laws of the State of Arizona.

DATED this 7th day of September, 1994.

A handwritten signature in cursive script, appearing to read "Paul Reed", is written over a horizontal line.

RECEIVED
SEP 21 1994
ENGINEERING CONSULTING
SERVICES

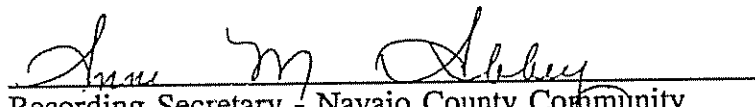
RESOLUTION:

RESOLVED, that the Intergovernmental Agreement between the Navajo County Community College District and the Arizona Department of Transportation to provide training for ADOT employees is approved, subject to final review by counsel for the college;

FURTHERMORE, the Governing Board authorizes DR. JOHN H. ANDERSON, President of the College, to execute all attendant documents for this IGA.

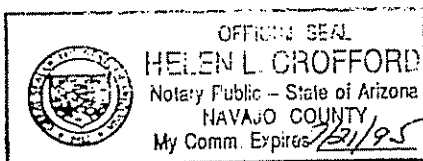
Resolved upon motion duly made by Ivan Sidney, carried in a regular meeting of the Navajo County Community College District Governing Board held on September 13, 1994.

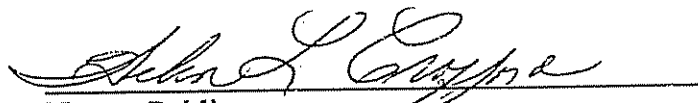
Attest:


Recording Secretary - Navajo County Community
College District Governing Board

STATE OF ARIZONA)
)ss.
County of Navajo)

Sworn to before me this 19th day of September, 1994.




Notary Public

My Commission Expires: 7-21-95



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1768--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of October, 1994.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G